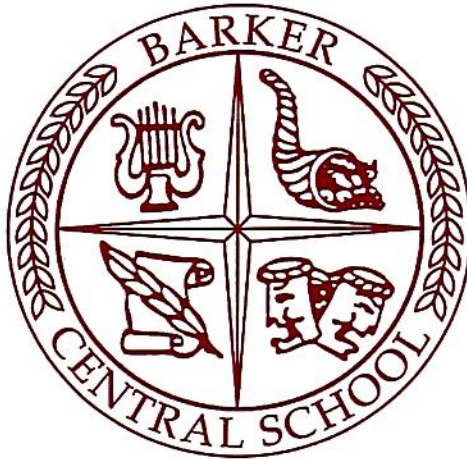




AGREEMENT BETWEEN THE BOARD OF EDUCATION

AND THE

BARKER TEACHERS' UNION

2026-2028

BARKER CENTRAL SCHOOL DISTRICT

1628 Quaker Road Barker, New York 14012

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Article I PREAMBLE

The parties enter into this Agreement in order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Barker Board of Education (hereinafter referred to as the "Board") and its professional employees represented by the Barker Teachers' Union (hereinafter referred to as the "Union") and to enable the professional employees more fully to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in Barker.

Article II RECOGNITION

The Barker Board of Education hereby recognizes the Barker Teachers' Union as the exclusive negotiating agent of the unit composed of certified teachers, certified teaching assistants, school counselors, school psychologist and social worker, excluding the Superintendent, Building Principals, other administrative personnel, long-term substitutes (except as referred to in Article VII), and per diem substitutes.

The Barker Teachers' Union affirms that it does not assert the right to strike, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike against any government.

The Board agrees not to negotiate with any other teacher organization other than the Union for the duration of this Agreement.

It is understood that the district retains the right to determine whether it will fill position(s) set forth in this agreement. The listing of specific positions herein does not obligate the district to fill such positions but, instead, sets forth the agreement of the parties concerning the compensation provided when the district does fill the position(s).

Article III NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item whether contained herein or not, during the life of this Agreement.
- B. No later than February 1, 2028, the parties will enter into good faith negotiations over a successor agreement. Either party may request the Public Employment Relations Board to assist the parties to reach agreement. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.

- C. Neither party in any negotiation shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Union and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

Article IV MISCELLANEOUS

A. Provisions

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

This contract incorporates the entire understanding of both parties on all subjects as well as the subject matter of prior memoranda of understanding. Therefore, unless a prior memorandum of understanding is incorporated in this contract, it is no longer binding on either party. If parties mutually agree to reopen the contract, they may.

If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

B. Tuition for Children of Non-Resident Staff Members

Enrollment is open to children in Grades Pre-K-12 and shall include regular classroom instruction and all district-operated remediation, enrichment and/or accelerated programs and extra-class activities.

Requests for enrollment shall be made in writing to the Superintendent of Schools no later than June 30 preceding the year of enrollment and shall be for no less than a full academic year.

Parents of such enrolled students shall provide daily transportation to and from school.

Article V GRIEVANCE PROCEDURE

A. Time Limits

1. This procedure's purpose is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers and by which the Board of Education and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts. The number of days indicated shall be considered as a maximum.
2. In the event a grievance is filed after May 1 of any year and strict adherence to the time limits may result in hardship to any party or could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. This procedure shall be applied on a case-by-case basis.
3. The right to process a grievance through the stages set forth in paragraph D below applies only to grievances presented in accordance with the procedures of this Article within thirty (30) calendar days after the occurrence of the claimed violation, misinterpretation or inequitable application or within thirty (30) calendar days of the date when the grievant should have become aware of such occurrence.
4. If a decision at one stage is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
5. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal by the aggrieved party at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

B. Standards and Principles

1. All formal grievances shall include the name and position of the aggrieved party, the nature of the grievance, the grievant's supporting information, the identity of the person or persons considered responsible for the conditions causing the grievance to be lodged, if known, and the redress sought. Forms for the above shall be established by the Board of Education with consultation of the Union and be made available to the Union. All grievances must be signed by the aggrieved employee and the Grievance Committee Chairman of the Union.
2. Processing of grievances shall be conducted at times mutually agreed to; and if held during the school day, shall not interfere with instruction.
3. The Board and the Union agree to facilitate any investigation which may be required and to make available any and all relevant material and relevant documents, communications and records concerning the alleged grievance to the extent permitted by law and common law rules as to privileged and confidential communications.
4. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Administration or the Union against the

aggrieved party, any representative, any member of the Grievance Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

5. All grievances at each step must be in writing, signed by the aggrieved employee and the Grievance Committee Chairman.
6. All documents, communications and records dealing with the processing of a grievance shall be filed separately from personnel files of the participants.

C. Definitions

1. Grievance(s) shall mean any "claimed violation, misinterpretation or inequitable application of this Agreement."
2. "Building Principal" shall mean the person so designated by the building's organization chart.
3. "Aggrieved Party" shall mean any person or persons in the negotiating unit filing a grievance.
4. "Grievance Committee" is the committee created and constituted by the Barker Teachers' Union to administer this procedure on behalf of the employees in the bargaining unit and/or the Barker Teachers' Union.
5. "Party of Interest" shall mean the Grievance Committee and any party named in the grievance other than the aggrieved party or Grievance Committee.
6. "Hearing Officer" shall mean any individual or Board charged with the duty of rendering decisions at any stage on grievances hereunder.
7. "Days" shall be school teaching days, except that it shall mean weekdays when schools are in summer recess (except when noted otherwise).
8. "Official Grievance Record" shall consist of the written grievance, all exhibits, communications, minutes and/or notes of testimony, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages.

D. Stages of Grievances

1. Stage 1 - Building Principal
 - a. An aggrieved party having a grievance will discuss it with his/her Building Principal, either directly or through a representative, with the objective of resolving the matter informally.
 - b. If the grievance is not resolved informally, it shall be reduced to writing, signed by the aggrieved employee and the Union and presented to the Building Principal within five (5) days after the grievance was initially discussed with the Building Principal. Within five (5) days after the written grievance is presented to him/her, the Building Principal shall render a decision thereon, in writing, and present it to the aggrieved party and the Union.
 - c. If a grievance affects a group of teachers or appears to the Union to be associated with system-wide policies, it may be submitted by the Union directly as Stage 2 described below.
2. Stage 2 - Superintendent
 - a. If the aggrieved party initiating the grievance and/or the Union are not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 to the Superintendent may be filed within ten (10) days after

- the aggrieved party has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- b. Within five (5) days after receipt of the appeal, the Superintendent or his/her duly authorized representative shall hold a hearing with the aggrieved party, his/her representative and all other parties in interest.
 - c. The Superintendent shall render a decision in writing to the aggrieved party, his/her representative and the Union within ten (10) days after the conclusion of the hearing.
3. Stage 3 - Board of Education
- a. If the aggrieved party and/or the Union is not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board of Education within fifteen (15) days after receiving the decision at Stage 2.
 - b. Within ten (10) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing will be conducted in executive session.
 - c. Within five (5) days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the aggrieved party and the Union.
 - d. The parties may mutually agree to waive Stage 3.
4. Stage 4 – Arbitration
- a. After such hearing, if the aggrieved party and/or Union is not satisfied with the decision at Stage 3, and the Union determines that the grievance is meritorious, the aggrieved party may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) days of the decision at Stage 3.
 - b. Within five (5) days after such written notice of submission to arbitration, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
 - c. The selected arbitrator will hear the matter promptly and will issue his/her decision no later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
 - d. The decision of the arbitrator shall be final and binding on the parties.
 - e. The costs for the services of the arbitrator will be borne equally by the Board of Education and the Union.
 - f. The costs for stenographic record of arbitration shall be borne solely by the party requesting such recorded minutes, but copies must be supplied to the other party and the arbitrator.
 - g. Within ten (10) days after the arbitration award is received by the Board of Education, the Board shall meet in executive session to consider the arbitrator's award. The Board shall render a decision within ten (10) days after such session and promptly transmit its decision to the aggrieved party and the Union.

Article VI ABSENCE

A. Notification

Teachers who are to be absent for reasons of sickness should give ample time to principals in order to get proper substitutes. Teachers should provide notification by at least 6:30 a.m. of that morning.

B. Substitute Compensation

The administration of the school district will not hire substitutes for teachers who do not have a class load of regularly-scheduled students. The District will make every effort to hire qualified substitutes for all absent BTU members.

For the Jr.-Sr. HS, in the event there is an unfilled absence for a member who has a class load, unit members present on a given school day will be asked to utilize their planning period and other assigned/unassigned time during the work day to cover the absent member's classes. If no staff wish to voluntarily utilize their planning period to cover for the absent unit member, coverage shall become mandatory and will be filled on a rotating basis for each period. The rotation for filling a vacancy for each period of the day shall be developed and maintained by the building principal and administered with the assistance of the building secretary. The list will consist of all unit members unassigned during each period of the school day and will be listed in order by reverse seniority. The rotation for filling a vacancy per each period will begin with the least senior member. Once a member is required to fill a vacant period, they will not be required to fill in again during that period until all other staff have also been required to fill a vacancy during the same period. If a unit member utilizes a planning period to cover for an absent member, either voluntarily or involuntarily, the member will be compensated at the rate of .0757 % of the Master's step 1 rate or the member may leave at 2:30 pm on the same or a future date with administrator approval. Such leave may not be taken on a day with other scheduled staff duties including faculty or department meetings. Students will be attempted to be redistributed to study halls if there is no unit member available.

In the elementary school, if no unit members are available to cover a class using their assigned planning period, it may be required for the students of the absent unit member to be redistributed to other classrooms for coverage. In these instances, students will be divided up between the other classes of the same grade. The combining teacher(s) will receive compensation for monitoring students at the rate of .0379% of the Master's step 1 salary. This amount would be paid in addition to their regular hourly rate. If the absence is in one of the special areas which include, but are not limited to library, art, music, and physical education, then the regular classroom teacher gets the first option to give up their planning period and cover the absence at the rate of .0757% of the Master's step 1 salary. If an elementary teacher chooses to give up their planning period to cover for another teacher, they will be compensated at the rate of .0757% of the Master's step 1 salary or the member may leave at 2:30 pm on the same or a future date with administrator approval. Such leave may not be taken on a day with other scheduled staff

duties including faculty or department meetings. The rotation for filling vacancies shall be on a rotating basis as describe in the Jr.-Sr. High School.

When special education teachers, who co-teach with regular education teachers, are absent from school, their absences will be filled per the agreed upon process. However, if the special education role is not able to be filled, the regular education teacher will be eligible for compensation per this section of the CBA when it involves the loss of either Tier 2 and/or Tier 3 services only and shall be compensated at the rate of .0379% of the Bachelor's step 1 salary.

All substitute coverage by full time staff shall be reported on timesheets prescribed by the district. No teacher's schedule will be changed and no study hall will be filled beyond its capacity. No study hall will be relocated for the purpose of increased capacity.

School Counselors, School Psychologists, Speech Language Pathologists and the teaching assistant assigned as a multimedia specialist shall be excluded from being asked to cover any classes, but may voluntarily choose to do so.

Article VII APPOINTMENT

A. Probationary Appointment

Teachers shall be appointed by a majority vote of the Board of Education upon recommendation of the Superintendent.

B. Probationary Period

A teacher must serve a probationary period appointment as prescribed by law before he or she is eligible for permanent appointment. Substitute teaching does constitute a part of the probationary period to the extent allowed by law.

C. Long-term Substitutes

A substitute teacher who is assigned to work for a specific regular teacher expected to be absent ninety-three (93) consecutive school days shall be placed on the first step of the salary schedule starting with the first day of work. Should a temporary appointment of a per diem substitute eventually extend to ninety-three (93) consecutive days in the same position, retro-activity of salary shall be granted to day one. Beginning on the ninety-fourth (94th) day and thereafter the individual becomes a member of the bargaining unit and will be provided all benefits as outlined in the collective bargaining agreement.

D. Termination of Appointment

A teacher may terminate his/her employment by notifying the Board of Education in writing, thirty (30) days prior to such termination. A probationary appointment may be terminated by the Board of Education, if such termination is in compliance with 3031 of the Education Law. In a teacher's tenure year, every effort will be made to notify the teacher by January 15, as to whether he/she will be granted tenure; but in any event such notification will be at least sixty (60) days immediately preceding the expiration of the

probationary appointment.

E. Tenure Appointment

Such appointment shall be with full compliance with the State Education Law.

F. Teaching in Different Tenure Areas

A member of the teaching staff will not be considered for a position in a different tenure area unless he/she possesses qualifications and certification requirements for this position. An exception to this regulation will be considered when qualified candidates are not available and the teacher takes training which will qualify him/her for the existing vacancy.

G. Prior Experience

Teachers hired by the Barker Central School District will be awarded prior experience credit as follows:

1. Teachers with up to two (2) or more years of full-time certificated public school experience in New York State will be guaranteed up to two (2) years of credit for salary purposes.

For this Article, Section and Clause, only full-time will be defined as either a continuous full year or a full year broken only by summer recess, resulting from an appointment by a public school board of education, or two (2) one-half (1/2) years of teaching in the Barker Central School District (i.e., a teacher who is hired for one-half (1/2) year at Barker as a long-term substitute on two(2) different occasions or if a teacher is hired as a .5 FTE or more teacher at Barker on two (2) different occasions). Salary credit will not be given for day-by-day substituting.

2. Teachers with more than two (2) years of full-time certificated public school experience may be granted more than two (2) years of credit for salary purposes at the discretion of the Superintendent. However, if the teacher was employed full-time as a teacher at Barker within seven (7) previous years, prior experience must be given (e.g., a teacher leaves Barker after five (5) years of service; if said teacher works 3 years in another public school and is rehired at Barker within seven (7) years after leaving Barker he/she will be placed on Step 9 of the proper salary schedule). This clause does not apply to those returning from a preferred eligibility list and only applies to those who resign from a position and are rehired at a later date.
3. The District reserves the right to grant experience credit for salary purposes for non-teaching experience.
4. Prior teaching experience shall be verifiable by a letter from the Superintendent in the District where the previous experience was rendered.

H. Seniority Clause

For the purpose of this contract, the seniority date for each employee covered by this contract shall be established as beginning with his/her most recent date of hire.

I. Abolition of Position

1. In the event the Board of Education finds it necessary to abolish a teaching position or reduce the teaching force, the services of the teacher having the least seniority in the system within the tenure area of the position abolished or reduced shall be

discontinued. The use of on-line and distance learning classes by students will not result in the loss of current teaching positions.

2. Teachers losing position because of the above:
 - a. Shall be placed on a seven (7) year preferred eligibility list.
 - b. Shall be given positions for any job opening in their tenure area or what they are entitled to by law.
 - c. Shall be rehired, with all benefits accrued, in reverse order of layoffs.
 - d. Teachers shall be given years of credit for full time, full year public school teaching experience accrued between the time of abolition of their position and the time of recall for salary increments only. No additional benefits shall be increased, i.e. credit for additional sick leave or other accrued benefits while working in other employment shall not be provided. Staff members recalled to a position after 1/1/2020 shall be granted salary step credit prospectively beginning on July 1, 2023.

Nothing in the above shall expand on the scope of the existing law or be construed to exceed any portion of the law.

J. Posting

All permanent full-time classroom vacancies will be posted as soon as practicable after the Superintendent knows of the vacancy or after the Board has taken action authorizing the vacancy. Postings will be sent out electronically via email and through the District web recruitment portal. The District will make every effort to fill posted positions as soon as possible. When the District determines that it will not fill a posted position, it will notify the BTU President.

Such posting shall consist of:

- i. Position
- ii. Effective date of employment
- iii. Qualifications

K. Part-Time Appointments

In addition to receiving pro-rated compensation, pro-rated leave benefits, and a pro-rated work day, employees working less than full-time, shall receive health benefits and in lieu monies also at pro-rated levels.

For Example

1. An individual hired to work three classes in the Junior - Senior High School and within four (4) consecutive periods during the school year shall be appointed as a .5 FTE teacher and his or her annual salary and benefits shall be pro-rated on the basis of the same .5 FTE.
2. This agreement does not affect any teacher who may be reduced by the action of Section 2510 of the Education Law.
3. These provisions shall have no impact or be used in the interpretation of Article XVI, paragraph I of the parties' collective bargaining agreement.

Article VIII CERTIFICATION

A. Certification Requirement

All teachers must be properly certified by the Department of Education of the State of New York.

B. Responsibility for Proper Certification

1. It is the responsibility of the teacher to fulfill all requirements of the Department of Education of the State of New York pursuant to certification and any local administrative policies necessary for verification of certification status.
2. While the school will assist the teacher in certification procedures and keep the teacher informed as to status, such efforts do not in any way excuse the teacher from his/her responsibilities as outlined in paragraph 1 of this section.
3. Teachers are urged to consult with the Superintendent regarding any problems they may have in certification. Any teacher who does not have a permanent certificate should be absolutely sure he/she knows what he/she must do to be currently certified.

C. Teacher Status while in the Armed Force

A leave of absence provided according to legal requirements for duration of service will earn credit for regular automatic increments as provided in the salary schedule according to length of service.

D. Corporal Punishment

No teacher shall use corporal punishment against a pupil. As used in this section, corporal punishment means any act of physical force upon a pupil for the purpose of punishing that pupil, except as otherwise provided below. In situations in which alternative procedures and methods not involving the use of physical force cannot reasonably be employed, nothing contained in this section shall be construed to prohibit the use of reasonable force for the following purposes:

1. to protect oneself from physical injury
2. to protect another pupil or teacher or any person from physical injury
3. to protect the property of the school or others
4. to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.

E. Retention Policy

Teachers are hired to teach and exercise their professional judgment as to whether a student should be passed or failed. If, because of administrative determination, a student is passed or failed against the wishes of a teacher, such determination shall be indicated on the report card and permanent records of said student.

Article IX ASSIGNMENTS

A. Assignments

The Board of Education reserves the right to assign and reassign teachers to their respective positions and duties provided that these assignments are made in accordance with existing law and regulations of the State Department of Education.

B. Duties and Responsibilities

1. Daily Schedule – Teachers are expected to follow the daily schedule of arrival, assignments and departure as specified each year.
2. A teacher leaving the building prior to the end of the contract day shall notify the principal's office.

C. Deviation From Schedule

1. In an emergency it may be necessary for a teacher to fulfill responsibilities outside the maximum required hours. Such emergency shall be determined by the Superintendent or, in his absence, his designee. The President of the Barker Teachers' Union will be notified of the emergency as soon thereafter as practical. Emergency is to be defined as a sudden, urgent, usually unforeseen occurrence or occasion requiring immediate action.
2. While teachers have specified schedules to follow which include conferences and rest breaks, they are on call at all times during the day for school emergencies. Teachers are expected to take responsibility for any pupils in any situation at any time if the teacher is at the scene where action is needed. This is not confined to the room or building in which the teacher is scheduled. All teachers are responsible for pupils in general.

D. Faculty Meetings

All teachers are expected to attend all faculty meetings pertaining to them. In an emergency a teacher may be excused from attendance by the person calling the meeting.

Article X LEAVE OF ABSENCE

A. Sick and Personal Leave

1. Sick Leave

- a. Sick leave will accumulate at the rate of ten (10) days per year. School holidays will not be considered a part of this sick leave.
- b. If said teacher uses less than the allocated ten (10) sick days (as spelled out in Paragraph A.1.a. above) in that work year, the remaining days will be added to the previously accumulated days.
- c. Unit members shall exclusively be allowed to utilize sick days or personal days(as defined in Article X, Letter A, Section 2 of this Agreement) on period-by-period increments, not including passing time. Periods shall be defined as the 10 periods contained in the Jr.-Sr HS schedule. All time taken for sick/personal leave during the standard contractual work day shall be accounted for to the minute, regardless of when during the regular school day such leave is taken, including but not limited to a staff member's lunch break, planning times, or during 10th period,

as such times are all part of the staff members' regularly paid workday.

Example: if a staff member wishes to take sick leave to attend a doctor appointment during the morning and the staff member elects to take sick leave at the start of the day until their return at 9:15, the staff member may take 2 periods of sick leave and return at the start of 3rd period. The staff member would enter the leave from the start of school at 7:50 with a return of 9:25.

Example: if a staff member wishes to take sick leave during the day for an appointment at 10:45, they could take periods 4 through 6 (10:11-12:19).

2. Personal Days

- a. Seven (7) personal days are allowable each year in addition to sick leave. Any unused personal days will be added to the unused sick leave, making it possible for a teacher to accumulate a total of seventeen (17) sick days per year. Requests for personal leave are to be submitted to the Superintendent in writing on a form supplied by the District.
- b. A unit member may use only one (1) of their seven (7) personal days before or after a holiday, recess, or vacation period regardless of the length of the holiday, recess or vacation period. For each holiday, recess, or vacation period, no more than 4 cumulative instances of leave being taken by unit members (spouses employed by the district shall count as one instance as long as substitutes are not required for both positions) will be allowed. For example, 2 unit members may take leave immediately preceding the February Break and 2 unit members may take leave after the February break for a total of four, or 3 unit members may take leave before the February Break and 1 may take leave after the February Break. In the event more than four (4) unit members request time before or after any holiday or recess, requests shall be considered in order of date of application. In the event a teacher who is granted a personal day before or after a holiday or vacation seeks to take additional days off in conjunction with the holiday or vacation period, such additional days must be approved by the Superintendent and shall be unpaid. The Superintendent may at his/her sole discretion allow additional personal days to be used immediately preceding or after a holiday or recess if a special need arises and shall be non-precedent setting.
- c. It is recognized that there can be extreme circumstances beyond the control of any person that might cause a teacher to be late returning from a leave, a vacation or a weekend. Example: An airline strike, a train derailment, an automobile accident, a fire, a legally-imposed driving ban, etc. In such cases, the affected party shall, if physically able, call one of the building principals or the Superintendent to explain the circumstances and to request a personal day. Under these circumstances, no reasonable request for a personal day will be denied.

Such emergency personal leave shall in no case be used due to inclement weather, car failure or other routine or usual causes of lateness.

The Superintendent may require documentation, if any is available, and such shall be submitted when requested for such cases.

- d. Inclement Weather: If a teacher is unable to report to work due to abnormally severe weather or other emergency conditions resulting in a travel ban in the county the unit member resides, or a county between where the member resides and the school district, the unit member shall be paid for up to two (2) days per school year when certified by the Superintendent of Schools, and provided the teacher directly notifies their immediate supervisor before the scheduled start of the teacher's day. Absences beyond two (2) days will be deducted from accumulated personal leave when certified by the Superintendent. In the event no personal days are available to the member, they may use a sick day only if one such day was converted from a personal day to a sick day in the prior year. A unit member may also choose to use a personal day from their allotment of personal days in the next school year. If the unit member decides to resign or retire before the end of the school year and not return to the district in the subsequent school year, then the additional day shall become an unpaid day.
3. In the event that the teacher is not employed a full school year, the number of days of sick leave will be determined by the number of months of employment.
4. Sick leave days may be used for the following purposes, but the Board of Education may request proof of necessity after four (4) consecutive days of absence.
 - a. Personal illness
 - b. Serious illness in the family seventeen (17) days maximum per year). Days taken will be deducted from sick leave first and then personal leave if sick days are exhausted in any year.
 - c. Death in the immediate family (six (6) days maximum per year)**
 - d. Funerals – ½ to 2 days depending on the location (approval of the time to be arranged by the Superintendent).

**Immediate family defined as: wife, husband, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, and persons residing full-time in the household. Bargaining unit members shall be entitled to the same leave benefits for stepchildren as they are for biological or legally adopted children, including but not limited to sick leave, personal leave, and family care leave, in accordance with the terms of this Agreement.

5. The Board of Education reserves the right to require a physical examination by the school physician before the teacher returns to his/her duties.
6. In the event a unit member is released to work remotely, but not in person, while on a medical leave, the unit member may be allowed to work remotely at the sole discretion of the Superintendent. No allowance of such work will be precedent setting and all work allowed by the Superintendent must have prior written approval by the

Superintendent. In advance of such work being considered by the Superintendent, employees must submit a medical note clearing the unit member to work remotely, reasons for conducting work, and the specific work to be completed, including the number of days estimated to complete such work. Prior to the sick days being adjusted, the unit member must submit work logs and evidence of the work completed. The Superintendent shall have sole authority to approve the reinstatement of sick days for the work produced.

B. Maternity and Child Rearing Leave

1. Definitions

- a. **Maternity Leave** – The period of time of the teacher’s pregnancy-related disability. Such leave will begin on the date the teacher is no longer physically able to work, as determined by her physician, and will end on the date the teacher’s physician determines that said teacher is physically able to return to work.
- b. **Child-Rearing Leave** – An unpaid leave of absence granted to a teacher following the delivery of a child, and, for the mother, any pregnancy-related disability. Such leave will begin at the time the teacher’s physician determines that said teacher is physically able to return to work. Such leave is also available to teachers upon completion of a legal adoption of a child and in accordance with the provisions of the Family and Medical Leave Act.

2.

- a. A teacher desiring a child-rearing leave must make a request to the School Board for permission in writing. If granted, the leave will commence at the time the teacher’s physician determines that said teacher is physically able to return to work following delivery and other pregnancy-related disabilities. For fathers and, in the event of adoption, the leave, if granted by the Board of Education, shall commence within one year of the birth or adoption.
- b. A teacher will normally return from a child-rearing leave at the beginning of a semester. However, a teacher’s request for an earlier return will not be unreasonably denied such as in the case of the death of the newborn or loss of spouse’s income. Note: A teacher scheduled to return from such leave in September shall be eligible for District paid health insurance during July and August by requesting such coverage prior to June 16.

3. Child-rearing leave shall be available to male teachers.

4. Reinstatement

- a. It is understood that a teacher will be reinstated to his/her former position or an equivalent position, at not less than his/her former salary at the time the leave was granted. However, if said teacher served ninety (90) days or more, including sick days, in the year the leave was granted, his/her salary shall be his/her former salary plus one (1) step on the proper salary schedule.

5. A total unpaid leave of absence period shall not exceed a twenty (20) school month period.

C. Sabbatical Leave

- 1. Sabbatical leaves of one (1) or two (2) semesters may be granted to teachers who

- have been in continuous employment as full-time teachers at least six (6) years for study of value to the school system.
2. If the Board grants a leave it shall not be for more than two (2) teachers in the school system each year, provided that such number of qualified applicants is received and such leaves will not be prejudicial to the school system.
 3. Among qualified applicants, educational benefit to be derived by the school system shall be a significant factor in determining which staff member shall receive sabbatical leave. However, permission for the leave shall be determined by the availability of a replacement teacher and shall be at the Board's discretion.
 4. Such leaves must be requested in writing by February 1 of the year preceding the year said leave is to be taken. Request shall be made on forms supplied by the District and given to the Superintendent.
 5. Teachers will be informed of the action taken on their applications no later than April 1st.
 6. Sabbatical leaves for one (1) year shall be at one-half (1/2) of the full salary the teacher would have received during the period of such leave and one-half (1/2) salary for one-half (1/2) year at the salary the teacher would have received.

*Example: If a teacher's annual salary is forty thousand (\$40,000) dollars and is on sabbatical leave for one year, the teacher shall be paid twenty thousand (\$20,000) dollars for that year. If a teacher is on sabbatical leave for one semester and work one semester, the teacher shall be paid thirty thousand (\$30,000) for that year.

7. Salaries paid during sabbatical leave shall be paid at regular pay periods for that portion indicated in Paragraph 6.
8. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
9. If the teacher does not return to the District for at least one (1) complete year, he/she shall fully reimburse the District for all salaries and benefits received during said leave. In addition, if this occurs, no sabbatical leave will be granted the following year to any employee covered in this contract but will resume the following year.
10. When a teacher returns from sabbatical leave, he/she shall be placed in the same, or substantially the same, position which he/she left at the time said leave commenced.
11. The following criteria shall be followed in determining selection of applicants for sabbatical leave.
 - a. Immediate and direct benefit to the school program.
 - b. Demonstration of initiative by the applicant toward achieving his/her goal through other means prior to applying for sabbatical leave.
 - c. If conditions in paragraphs 1. And 2. Above are equal, the Board will determine the recipient and shall be the final authority as to whether the applicants have fulfilled the above criteria satisfactorily.
12. Persons using their sabbatical leave shall file with the District transcripts or grade reports of all work completed as soon as such records become available. This work must be in fulfillment of general plans stated when application for leave was approved.

13. In the event of an austerity budget, sabbatical leave will not be granted for that year.
14. Fringe benefits will be proportionately applied; e.g., ½ health insurance, etc. Tuition will not be paid.

D. Leave of Absence For Illness

In the event of an extended period of illness, the teacher should request a leave of absence under the following conditions:

1. If the return to duty of a teacher who is absent because of illness is indefinite and he/she has been absent forty (40) consecutive days, he/she should apply for a leave of absence for a specific period of time, but not to exceed one (1) year.
2. The teacher's return after such leave is subject to the approval of the school physician.
3. If the teacher cannot return at the end of one (1) year, he/she may be granted one (1) additional year at the discretion of the Board.
4. Leave shall be without other contractual benefits and no seniority shall accrue unless leave accruals are used or otherwise required by law.

E. Leave of Absence For Travel, Peace Corps, Vista

1. Leave of absence for above reason may be approved when such experience is directly connected with the teacher's field of work.
2. Detailed plans must be submitted at least sixty (60) days prior to the effective day of the leave of absence.
3. Leave of absence for said reason is without pay or fringe benefits and shall be for a maximum of ten (10) school months.
4. The teacher shall return to the same salary step upon conclusion of the above.
5. The leave must end at the end of a semester.

F. Notification of Return from Leave of Absence

A teacher on leave of absence who plans to return to active duty for the second semester shall notify the Superintendent in writing of his/her intent by December 1; a teacher planning to return by September shall notify the Superintendent in writing of his/her intent by June 1. A copy of such notification shall also be sent to the Union President.

G. Sick Leave Bank

A sick leave bank shall be established to provide participating employees with access to paid sick leave in the event of a serious personal illness which extends beyond the employee's accumulated sick leave. The sick leave bank shall be established as follows:

1. Membership shall be voluntary.
2. Employees shall join the bank by authorizing, in writing, the donation of two days of earned sick leave to the bank.
3. Employees shall be given the opportunity to join the sick leave bank during the annual enrollment period, September 1– September 30.
4. Members of the bank will be assessed one additional day of sick leave at such time as the number of days in the bank falls below fifty (50).
5. A committee comprised of two BTU members appointed by the BTU President and one individual appointed by the Superintendent will oversee the sick leave bank.
6. The committee will determine the eligibility of an employee to draw from the sick leave bank. An employee who wishes to use the sick leave bank must submit a written request to the committee specifying the reason for the request. The committee shall

- request that the teacher provide medical statements and other reasonable evidence in support of the request.
7. Decisions of the committee shall be by majority rule. Upon written authorization of the committee to the Superintendent, sick leave payments will be granted pursuant to this provision. Decisions of the committee will be final and will not be subject to the grievance and arbitration provisions of this agreement. If the District believes that a decision by the sick bank committee violates the law, the Superintendent shall notify the BTU President and the two shall meet and resolve the issue. Their decision shall be binding on the sick bank committee.
 8. Only members of the sick leave bank shall be eligible to withdraw days from the bank.
 9. The first thirty (30) consecutive days of personal illness or disability will not be covered by the sick leave bank but must be covered by the teacher's own accumulated sick leave or absence without pay.
 10. A member of the bank may not utilize sick leave bank benefits until all of the teacher's own sick leave days are exhausted.
 11. A member of the bank may stop participating in the bank at any time upon written notice to the Superintendent.
 12. Upon termination of employment or withdrawal of membership from the bank, a participating employee will not be permitted to withdraw his/her contributed days and he/she will lose all rights and benefits in the sick leave bank. Once withdrawn, an employee may not re-enroll in the sick leave bank.
 13. Any one member of the sick leave bank can use a maximum of forty-five days each school year. Requests must be made in increments of fifteen (15) days or less supported by appropriate medical statements and other reasonable evidence.
 14. Should the BTU, by majority vote of its members, decide to discontinue the sick leave bank, all accumulated days will be carried to the next year and/or until the bank is depleted.

Article XI MILEAGE ALLOWANCE

A mileage allowance is granted for the use of privately-owned automobiles for the transaction of school business. The allowance is computed on the basis of the current IRS rate. All business for which such allowance is made must be authorized by the principal and approved in advance. A report should be made showing the date, destination, purpose and round-trip mileage of each trip on a form provided for this purpose.

Tolls and charges for bridges, tunnels, storage, parking and highways will be allowed.

Article XII PAYROLL PROCEDURE

A. Payroll Schedule

All salaries shall be paid on a two (2) week basis to fall in line with the 12 month employee pay schedule. Teachers will have a choice of either twenty-one (21) or twenty-six(26) pays. Such choice must be made during the first week of school on forms provided by the District and once in effect cannot be changed for the school year. These will be equally divided when the first full pay falls on the second Friday of September.

In the event that the first full pay does not fall on the second Friday of September, the first pay will be equivalent to half pay without deductions and be given on the first Friday of September. Deductions and the remainder of the teachers full salary will be divided equally among the remainder of the next twenty (20)/twenty-five (25) paychecks.

B. Payroll Deductions

Payroll deductions may be made when authorized by employees or required by law (for such purposes as group insurance, government bonds, professional dues, credit union and the like).

C. NYSUT Benefit Trust Plan

Each teacher shall be eligible to have a deduction made for participation in the NYSUT Benefit Trust Plan and/or VOTE/COPE. If elected, this deduction shall be made in twenty (20) equal installments beginning with the teacher's second paycheck.

D. Flexible Spending Account

The District and Union have established a Flexible Spending Account as provided for and regulated by Sections 125 and 129 of the Internal Revenue Code. The purpose of the FSA is to pay/reimburse member expenses for eligible health care and/or eligible child and dependent care expenses with employee pre-tax dollars.

This plan shall allow for payroll deductions from employees' salary of up to the legal maximum annual amount per employee, at the sole option and discretion of the employees involved. The District agrees to allow the employees to have the ability to designate various contributions to this plan. The District agrees to bear the third party administrator's cost in establishing and operating this plan (i.e. the District will pay participant fee to third party administrator). The District shall have the right to deduct any expended funds which remain uncollected from the employee from any funds remaining due and owing the employee upon termination for any reason. Any unexpended funds remaining in the plan fund at the end of the year shall be used by the District to defray the third party administrator's fee in the first instance, and for the payment of the District's share of health insurance premiums if any additional funds remain after application to the third party administrator's fee.

The District's responsibility with regard to the Flexible Spending Account shall be for implementing the payroll deduction and conveyance of same to the third party administrator. The District shall be held harmless for any and all claims resulting from the management and solvency of the funds.

Article XIII HOSPITALIZATION

A. Contribution Rates

All full-time eligible employees may select either the Traditional Blue Point of Service (POS) plan or the Blue Cross/Blue Shield Orleans-Niagara PPO plan. Each employee shall annually contribute ten percent (10%) of the premiums of the health and dental plan coverage the employee receives.

The prescription co-payment for the POS plan shall be \$5 per in-network prescription and \$10 per out-of-network prescription. The prescription co-payment for the PPO plan shall be \$7/\$15/\$35.

Employees may also choose the High Deductible Health Plan (HDHP) and the District shall contribute 100% of the cost of the premium and an amount up to the full deductible for the employee's respective plan (Single, 2P or Family). The maximum cost paid by the District toward the premiums and deductible will not exceed the same cost paid if the employee chose the respective base plan (Single, 2P or Family).

Open enrollment periods shall be established by the District. An employee shall remit any required premium contribution(s) through payroll deductions, such contributions shall be on a pre-tax basis. Each employee may elect either the PPO or the POS during the annual open enrollment period or during any other period permitted by law.

The District shall have no obligation to contribute toward an employee's health insurance premiums with the district if the employee is covered by a health insurance plan provided by another employer. Accordingly, each year this contract is in effect, the employee will file a written statement with the District's Business Office stating that he is not covered by a health insurance plan provided by another employer before the due date for the payment of the first monthly premium in the school year in order to be eligible for the above District contribution toward premium. Any other health insurance coverage, from any other source, shall constitute "double" coverage.

The District may change the current plan administrator and/or provide alternative health insurance coverage which is equal to the existing coverage if a majority vote of the Barker Teachers' Union membership is in agreement.

The parties shall establish a joint committee to review current health insurance offerings and health plan costs. At its discretion the committee may make recommendations to the district and the BTU, such recommendations shall not be binding on either party.

B. Payment In Lieu Of Health Insurance

1. The intent of this section is to eliminate payment for double coverage of health insurance.
2. If a member does not elect to take the health insurance coverage, he/she will receive a cash payment according to the following:

211 Complete X-rays
220 Single Film X-ray
272 2 Bitewings
274 4 Bitewings
330 Panoramic Film
1110 Prophylaxis (Adult)
1201 Prophylaxis (Child) Basic
2110 Filling (1 surface) Child
2140 Filling (1 surface) Adult
3310 Root Canal (1 canal)
3330 Root Canal (3 canals)
7110 Simple Extraction
7120 Surgical Extraction Major
2750 Porcelain/Gold Crown
2790 Full Cast Gold Crown
5110 Full Upper Denture
5120 Full Lower Denture
5213 Partial/Upper or Lower

D. Save Harmless Clause

The District shall hold save-harmless all members who retired as of July 15, 1976, in regards to equal or better insurance coverage or the "old" Blue Cross/Blue Shield State Plan and continue to pay for same under present formula.

E. Sick Leave Conversion At Retirement

1. Any member who meets the contractual eligibility requirements set forth in Section XIII(F)) may receive a non-elective contribution into a 403(b) account for each day of accumulated sick leave as follows:
 - a. Each day of accumulation between 1 and 120 shall be paid at 1/1000th of the unit member's final year's salary.
 - b. Each day of accumulation between 121-145 shall be paid at 1/800th of the unit member's final year's salary.
 - c. Each day of accumulation between 146-195 shall be paid at 1/700th of the unit member's final year's salary.
 - d. Each day of accumulation between 196-295 shall be paid at 1/600th of the unit member's final year's salary.
 - e. Each day of accumulation above 295 will be compensated at 1/1000th of the unit member's final salary.
2. No employee may receive cash or health insurance benefit, in lieu of or as an alternative to any of the non-elective employer contributions described herein, nor the credit for payment of insurance as referenced in previous contracts.
3. The parties acknowledge that the non-elective employer contribution cannot exceed the maximum amount of contributions permitted under the applicable provisions of the Internal Revenue Code. Therefore, any excess above such maximum permitted amount shall be paid into the 403(b) account selected by the District as a non-elective

contribution in January of the immediately following calendar year, and in January of up to three (3) years thereafter, until such time as the non-elective employer contribution set forth in paragraph 1 is fully deposited into the Employee's 403(b) account. In no case shall the non-elective employer contribution exceed the contribution limit of the Internal Revenue Code.

4. A retiree who received a sick leave conversion payment into a 403(b) account at retirement in exchange for up to one hundred twenty (120) sick days may voluntarily elect to purchase health insurance from the District in retirement at his/her own expense by paying the District one-tenth (1/10th) of the payment the retiree received for the first one hundred twenty (120) sick days for each year retiree health insurance is desired (plus any amounts required pursuant to Section XIII(E)(5), below). 1/10 per year is the equivalent of 12 converted sick days for each year of insurance. Retiree health insurance may be purchased from the District by the retiree for up to ten (10) years (i.e., until such time as the retiree pays the District for retiree health insurance an aggregate amount equaling the sick leave conversion payment into the 403(b) account for up to the first one hundred twenty (120) sick days). A retiree also has the option to divide a total of 10 years worth of district health insurance between themselves, a spouse, and/or dependent (i.e. a retiree may take 10 years of insurance for themselves or 5 years of 2 person/2 single plans each year).

After 10 years worth of insurance is utilized by a retired unit member, the retiree may choose to continue with their health insurance but will be required to pay the full premium for the chosen plan in addition to a 2 percent administration fee.

In the event a member chooses a family plan in retirement, the member would be responsible for paying the calculated amount for up to 3 single plans each year (they may use less if they choose), plus the difference between the premium for a family plan and the district contribution calculated for the single plans.

For example: If in the first year of retirement the total annual premium of a family plan costs \$33,358.32 per year, a single plan costs \$10,802.52, the unit member retired with a salary of \$99,155, and they chose to use the value of 2 single plans to cover the cost of the plan, then:

A unit member would be required to pay \$1,189.86, as shown in the example above (this would be a clause right below the last illustration on page 26 of the current contract), for each of 2 single plans at a total cost of \$2,379.72. As such, the district would pay \$19,225.32 (\$21,605.04-\$2,379.72) toward the retiree's insurance for 2 single plans. The retiree would then also be responsible for the remainder of the difference between the cost of the family plan and the district cost toward the two single plans in the amount of \$14,133.00 (\$33,358.32-\$19,225.32). As such, the total paid in year one of retirement by the member would be \$16,512.72 (\$14,133.00 + \$2,379.72). If a retiree chooses to use 4 single plans in any year, the excess value of the single plans above the cost of the family plan shall be carried over to cover cost of

the plans chosen in the next year until exhausted. Further, the district shall not be responsible for more than a total of 10 single plans of calculated cost over the time the member takes insurance in retirement.

Illustration 1: If a unit member retired with a final annual salary of \$99,155, his/her accrued sick days would be converted and paid into a 403(b) as follows:

Days 1-120 = \$11,898.60
Days 121-145 = \$3,098.59
Days 146-195 = \$7,082.50
Days 196-295 = \$16,525.83
Total = \$38,605.52

To purchase retiree health insurance from the District, the unit member must then pay the District \$1,189.86 per year for up to ten (10) years (for a total of \$11,898.60 (plus any increase amounts required pursuant to Section XIII(E)(5), below)).

Illustration 2: If a unit member retired with a final annual salary of \$99,155, and had less than 120 days of accrued time (i.e. 100 sick days), his/her sick days would be converted and paid into a 403(b) as follows:

Days 1-100 = \$9,915.50

This individual would be eligible to purchase up to eight (8), years of retiree health insurance from the District, and must pay the District \$1,189.86 per year for up to 8 years (plus any increase amounts required pursuant to Section XIII(E)(5), below. Once all sick days (in increments of 12) are exhausted, the employee must pay for the full cost of insurance for whichever plan is chosen.

Illustration 3: If a unit member retired with a final annual salary of \$99,155, and had 330 days of accrued time, his/her sick days would be converted and paid into a 403(b) as follows:

Days 1-120 = \$11,898.60
Days 121-145 = \$3,098.59
Days 146-195 = \$7,082.50
Days 196-295 = \$16,525.83
Days 296-330 = \$3,470.43
Total = \$42,075.95

To purchase retiree health insurance from the District, the unit member must then pay the District \$1,189.86 per year for up to ten (10) years (for a total of \$11,898.60 (plus any increase amounts required pursuant to Section XIII(E)(5), below)).

5. Retirees who purchase health insurance from the District, as specified in Paragraph

XIII(E)(4), above, will also be responsible for paying for 50% of any increases above the base rate that may occur in said plan after the unit member retires. The District will pay 100% of the base rate and 50% of the increases above the base rate that may occur in said plan after the unit member retires. The base rate is the applicable single plan rate in effect for the month following the date of retirement (e.g., June 30 retirement date: base rate is the July rate) of the lower-cost plan (PPO or POS) on the date of retirement.

F. Eligibility Requirements For Sick Leave Conversion At Retirement

In order to be eligible for the benefits set forth in Article XIII, Section E, above, a unit member: (1) must have 20 years of teaching service for the District; (2) must retire from the District immediately into the New York State Teachers' Retirement System; and (3) be at least 55 years of age. Members who retire into the New York State Teachers Retirement System but do not have 20 years of service in Barker will only be eligible to convert accumulated sick days to a 403(b) contribution.

G. "Cadillac Tax"

In the event that an employee selects or utilizes any District-sponsored health insurance coverage or benefits in a manner that causes the employee to receive an "excess benefit" under 26 U.S.C. Section 4980 or any other federal or state legislation, rule or regulation issued in relation to the Patient Protection and Affordable Care Act (ACA) or the Health Care and Education Reconciliation of 2010, which then subjects the District to an excise tax and/or penalties, the parties agree to immediately meet upon the District's request to discuss and agree upon a solution to avoid the taxation. If after 90 days the parties cannot reach agreement, the employees enrolled in the plans affected and the District will share equally the increased cost of any excise tax imposed upon the plan, the plan sponsor, plan administrator or the District.

Article XIV WORKERS' COMPENSATION

- A. All teachers shall be covered by Workers' Compensation benefits pursuant to the Education Law.
- B. Teachers may utilize accumulated sick time while out on Workers' Compensation leave. But teachers must reimburse the Board for all Workers' Compensation checks received while the teacher is receiving full pay pursuant to this clause.
- C. At the expiration of all sick leave credit, compensation payments shall be paid directly to the claimant.
- D. Whenever an employee is necessarily absent from duty because of occupational injury or disease, as defined in the Workers' Compensation Law, full pay shall be allowed to him under the Board of Education's plan for sick leave pay, provided the employee is entitled to such sick leave pay at the time of such absence. When the employee's case has been adjudicated by the Workers' Compensation Board, and an award has been granted covering the time of his absence from employment because of such injury, such compensation shall be credited and paid directly to the Barker Central School District for those days for which the employee has received full pay allowance from the District under

its sick leave plan. Upon receipt of such compensation award, the District will re-credit the employee's sick leave time in the same proportion as the compensation award bears to the sick leave pay received by the employee. Any monies awarded because of permanent disability shall be paid to the teacher.

Article XV TEACHER EVALUATION AND PERSONNEL FILE

The purpose of periodic observation and annual evaluation is to enhance teacher growth. In order to achieve its full usefulness and credibility, it must be understood that the ratings and comments should represent general patterns of behavior and not isolated incidents.

Where and to the extent applicable, the Annual Professional Performance Review of all unit members shall be a significant factor for employment decisions and staff development as determined by the District and will be subject to any procedures which may in the future be negotiated by the District and BTU.

The observation and evaluation of unit members will align with their specific role and Education Law.

For those unit members who provide direct classroom instruction (tenured and non-tenured), and must be directly observed in the classroom under Education Law 3012-d, said members will be observed and evaluated under the following guidelines:

- A. The District and BTU have previously agreed to use the Charlotte Danielson 2011 Revised Framework for Teaching Rubric. The parties further agreed to a scoring methodology and rubric score, including but not limited to the sub component conversion chart and composite effectiveness scoring methodology and charts. This information is contained in the NYSED APPR portal and may not be altered unless mutually agreeable by both the Union and the District. If a state law or change in regulation requires modification of the scoring methodology or calculation of observation or final evaluation scores, the parties will negotiate amendments as appropriate.
- B. The parties agree that all observations shall be conducted live, in-person as follows:
 - 1. All observable components of Domains 2(a-e) and 3(a-e) will be utilized in both the announced and unannounced observations.
 - 2. All observations will be conducted between October 1 and May 31. No observations are allowed to be conducted on the day immediately before or after Thanksgiving, Christmas, Winter, and Spring break unless mutually agreed upon between the teacher and the observer.
 - 3. Pre- and post-observations should take place no more than 10 days before or after an observation. A pre-observation conference is required for all announced observations of non-tenured staff. Tenured staff may request a pre-observation conference if they choose. A post-observation conference is required for all

announced and unannounced observations.

4. Announced observations must last for a full class period in the Jr. Sr. High School. In the elementary school, announced observations must be a minimum of 30 minutes but not exceed 40 minutes, or the length of a class period at the Jr. Sr. High School. Additionally, the building principal or the Director of Instructional Services will conduct all announced observations. If a specific time for an announced observation has been arranged, the supervisory person shall notify the teacher as soon as possible if he/she must cancel and the observation will be rescheduled at a mutually agreed upon time. All efforts will be made to conduct observations at scheduled times.
 5. Unannounced observations at all grade levels must be at least 20 minutes and not exceed 40 minutes. Unannounced observations will be conducted at least one month after the date of the announced observation. (i.e., if a classroom teacher is directly observed on 1/5, an unannounced can be conducted on 2/5, even if the post observation for the announced observation is not completed or finalized.) Unannounced observations will be conducted by a different administrator than who completed the announced observation, or as otherwise allowed per Education Law.
 6. Any component of an observation, 2(a-e) or 3(a-e), that receives a score of ineffective must have a narrative explanation.
 7. To the extent authorized by the Family Educational Rights and Privacy Act (FERPA), the District will provide each classroom teacher with an opportunity to review any information in the District's possession that is necessary for verification of state and local assessment results that factor into that teacher's total composite effectiveness score.
 8. If a unit member who is subject to 3012-d is required to be placed on the agreed upon Teacher Improvement Plan (TIP), the process will follow the plan currently housed to the NYSED APPR Portal. The TIP plan currently in effect will remain so unless it is found to be non-compliant with law or if both parties wish to amend the document. If amendments are required by law or desired by both parties, the TIP shall be renegotiated and subsequently uploaded to the APPR portal or other repository required at the time of revision.
 9. All official observations shall be completed on appropriate electronic forms jointly devised by the Administration and the Union but the District will determine the software platform used to complete observations.
- C. Year-end evaluations for unit members providing direct instruction will consist of providing staff with their final composite scores, after student achievement data is received, as required by law. No year-end evaluation conference is required but may be requested by the staff member.

For staff who are not required to be observed under current education law 3012-d, and who do not provide direct classroom instruction, including school counselors, school psychologists, instructional support specialists, speech pathologists, and teacher assistants, an annual evaluation will be conducted in the month of May with final completion by May 31 under the following guidelines:

- A. All evaluations for this group of employees, including school counselors, school psychologists, instructional support specialists, speech pathologist, and teacher assistants, will be completed using rubrics and forms agreed upon by the parties.
- B. Evaluations will consist of one meeting to last at least 45 minutes but no more than 1 hour in length and will be conducted by the staff member's immediate supervisor as determined by the District. (i.e. the school counselors will be evaluated by the building principal or the school psychologist will be evaluated by the Director of Instructional Services.)
 - 1. Evaluations will provide time for the evaluator and the staff member to provide and collect data related to all applicable components of the chosen rubric.
 - 2. The digital evaluation will consist of a scored rubric supported by evidence and allow for opportunities to review areas of strength and growth as well as a designated option for staff to provide comments.
 - 3. All components of the chosen rubric will be utilized in the complete evaluation.
 - 4. Artifacts and other evidence provided by the staff member or the supervisor may be uploaded and attached to the final complete evaluation.
 - 5. All evaluations shall be completed on appropriate electronic forms jointly devised by the Administration and the Union but the District will determine the software platform used to complete observations.

Unit members shall have the right, upon request, to review the contents of their personnel file and to make copies of any locally-originated documents in it, unless prohibited by law. The cost of such copies is to be borne by the Union.

No material, excluding pre-employment sources, derogatory to a unit member's conduct, service, character or personality will be placed in his/her personnel file unless the unit member has had an opportunity to review the material within thirty (30) work days after receipt of written or oral notification. Unit members may respond to said material in writing and said response shall be affixed to said material.

- C. If, in the course of utilizing technology to monitor common spaces, information is found that potentially incriminates a unit member of a violation of district policy, the affected unit member will be afforded the opportunity to review the information in the course of the investigatory process and prior to the imposition of any discipline or commencement of any formal disciplinary proceeding.

Article XVI TEACHING ASSIGNMENTS

A. Work Day

The workday for teachers shall be seven (7) hours and twenty-five (25) minutes in duration which includes up to ten (10) minutes each day to accomplish non-instructional

supervisory tasks. Teachers will continue to make themselves available for student help and scheduled events such as faculty meetings, parent teacher conferences, and "Open House" activities. In the event of an emergency due to unanticipated circumstances, the superintendent, in agreement with the Union President, may request teachers to extend their duties beyond the normal workday.

The District shall seek volunteers for assignments to supervision which occur a maximum of twenty (20) minutes before and/or a maximum of thirty (30) minutes immediately after the normal teacher workday. In the event there are no volunteers, teachers will then be assigned in alphabetical order for one (1) semester at a time. At the time of the assignment, the teacher will be given the choice of compensatory time OR compensation at the approved supervisory rate. Scheduling of compensatory time will occur with prior approval of the Building Principal and such compensatory time shall not interfere with the teacher's assigned teaching duties.

B. Work Year

The regular work year of a teacher will be limited to ten (10) months duration but in no event will be longer than 187 days. If the regular work year needs to be extended beyond ten (10) months in order to ensure the correct number of student learning days and teacher work days, the days required in August must be agreed upon between the District Administration and the Union President. The first day of work for the school year shall consist of faculty meetings and related tasks as assigned by the Board or the District administrators. Students will not be scheduled to be in school on that day.

The BTU president shall receive a draft of the proposed school calendar prior to the approval by the Board of Education.

On the day before open house (only when open house starts prior to the start of school), no meetings and/or trainings will take place while the staff will be given dedicated time to set up classrooms, organize materials and prepare for student and parent engagement.

In any academic year in which the district does not utilize all emergency or snow days resulting in school closure, and as long as the district does not drop below the required number of student attendance days to receive full state aid, all members shall be granted off the day before Memorial Day break.

The District will provide at least two (2) Superintendent Conference days in which they will provide professional development that will meet the format needed to be granted CTLE credit hours and count as a day of student attendance for State Aid purposes. The professional development will be determined by the Instructional Cabinet. If a teacher would like to take additional professional development directly related to their primary role in the District outside of the regular school day/year, the district will reimburse the cost of the professional development up to \$250 per year per unit member. If the district hosts professional development outside of the regular school day/year (including during summer recess), teachers will be compensated at the curriculum development rate of

.0698 of Bachelor's step 1.

C. Preparation Periods

All teachers will be given five (5) preparation periods free of classroom contact, except in emergencies, per week. The District will make an effort to assign such preparation periods on a daily basis. The last period of the day, 10th period, shall be unassigned from students or classes so that teachers are available to work with students voluntarily on an as-needed basis, and attend meetings such as but not limited to, faculty or team meetings.

When Physical Education teachers are assigned to teach intramurals during 10th period, the Scheduling Team and the Principal shall assign an additional planning period in the schedule on that day.

When Music teachers are assigned to teach band or chorus during 10th period, then the teacher will assign themselves an additional planning period on that day around the scheduled classes and lessons. The teacher shall inform the Scheduling Team and the Principal of the planning period so that the time can be added to the Master Schedule.

Bargaining unit members who voluntarily use their planning period or scheduled lunch time to provide behavior support, academic assistance, testing, make up work supervision for students, or attend CSE meetings will receive .0757% of Masters Step 1 per hour for time worked. All time worked for scheduled work, such as academic assistance, make up work, and attending CSE meetings, shall be approved by a school administrator prior to work being done and shall be submitted for compensation per the designated form provided by the district. Other immediate needs such as in time behavior support and reading a test shall not require prior approval prior to work being conducted to ensure timely provision of services.

D. Lunch Periods

Each teacher will receive a duty-free lunch period of at least forty (40) minutes in duration.

E. Notification

Every effort will be made to notify all teachers of their annual assignments by June 20th each year. If changes to assignments become necessary after June 20th, teachers affected and the BTU President shall be notified as soon as practicable, but in any case by August 10th or as soon as possible.

F. Parent Teacher Conferences

When faculty are required to attend Parent/Teacher conferences or Open House activities which are held outside of their normal workday and when such activities are scheduled on a building wide basis, compensatory time shall be made available. No compensatory time will be given for one (1) building-wide event per school year. The Superintendent will determine which evening event will not receive compensatory time.

For the Elementary School, there will be an early dismissal of the students for the Parent/Teacher conference days to allow the teachers to schedule adequate time with parents.

The compensatory time shall be granted on the afternoon of the day on which the activity is held, or during another school day, if the Commissioner's Regulations so allow, if there is no loss of state aid and if it is mutually agreed to by the Union President and the Superintendent of Schools.

The building principal shall convene annually a shared decision making review committee comprised of an equal number of the elected BTU representatives from the Jr.-Sr. and Elementary Schools, and administration (i.e., 2 reps total from the ES and Jr. Sr. HS and two admin for a total of 4) for the purpose of reviewing the following components of an Open House program: purpose, format, date, and time. Dates of the Parent/Teacher Conferences shall also be reviewed by this committee.

G. Union Release

District will permit a yearly total of six (6) paid days off from school, without loss of benefits, for Barker Teachers' Union delegates to attend the teachers' state conference. Expenses for the conference shall be borne by the Barker Teachers' Union.

H. Teaching Periods

The number of daily periods of classroom instruction for a Jr.-Sr. High School teacher should not exceed five (5). This includes special teachers. It may be necessary, at the administrator's discretion, to require a teacher to teach six (6) teaching periods a day. When this becomes unavoidable, in grades seven (7) through twelve (12), the teacher(s) involved will not be given a study hall or hall duty assignment. For the purpose of scheduling, teachers who crossover between elementary and high school will be considered high school teachers. This also includes but is not limited to Special Education, Art, Music, and Physical Education, who shall be considered special teachers.

I. Holiday Release

All teachers will be allowed to leave following the dismissal of students the day before the start of any holiday or scheduled recess regardless of length of the holiday, vacation or recess period, except on the final scheduled school day.

J. IEP Writing

Teachers of children with special needs (e.g. students with IEP's) which included but are not limited to Special Education Teachers, Speech Pathologists, School Psychologists, who by law are required to write five (5) or more IEP's or other mandated reports and subsequently hold parent conferences will be given one (1) day per year, without students, to write said reports and attend said conferences. That day shall be scheduled in consideration of state mandates concerning the due date for the reports. These teachers will also be granted up to four (4) report writing days at 1/200th of their regular salary (minus applicable deductions), to be worked on non-school days and with the prior approval of the Director of Instructional Services or other designated administrator.

L. Elementary End Of Year Duty Free

If the minimum requirements of the school year as established by State regulation to maintain full state aid are met, elementary teachers shall have the equivalent of four one-half days of student instruction during the last five (5) days of the school year to be determined by the Superintendent and the BTU President by May 1 of each year. If state

aid requirements are not met, students will attend for full days as necessary to meet such requirements. Student-free time will be used to complete end-of-the-year tasks.

M. Teaching Assistant Workday

Teaching Assistants shall have a workday of seven (7) hours and twenty-five (25) minutes in duration which includes up to ten (10) minutes each day to accomplish non-instructional supervisory tasks, inclusive of one thirty minute duty-free lunch period and one duty-free period equal in length to a planning period

N. Instructional Support Specialist

a. Two experienced teachers, as described in the SED May 6, 2009 Tenure for Teachers in Instructional Support Service (ISS) Positions, will be assigned to perform instructional support services, one in the Jr.-Sr. HS and one in the Elementary School. The basic function will be to collaborate, assist and support the building principal, staff, parents, and students with behavior, classroom management, student data, outcomes, assessment, improving instruction, building level activities, and overall student success and achievement in the district. The ISS provides informal collaborative support to the principal, parents, teachers, and students and is not an administrator. ISS shall not evaluate or supervise other BTU members.

b. While serving as an ISS, the teacher(s) shall:

- i. Perform duties as prescribed but may be reasonably modified from time to time.
- ii. Report directly to their immediate principal.
- iii. Continue to accrue tenure and seniority rights in the same tenure area while performing the ISS duties, in accordance with 8 N.Y.C.R.R. Section 30 N.Y.C.R.R. 30-1.2(d)(4)
- iv. Continue to be subject to all terms and conditions of employment set forth in the CBA, including, but not limited to those pertaining to workday, salary, and benefits.
- v. Be separately paid by the District at their respective hourly and/or per diem rate(s) (1/200th daily rate) for ISS work authorized in writing in advance by the Superintendent of Schools or his/her designee. To be completed and sustained outside of his/her regular workday to the extent said employees volunteer to work outside their regular workday.

c. The Superintendent and BTU President will meet on or before May 1st of each school year to discuss whether or not the ISS role(s) should continue for the following school year. The Superintendent, or his/her designee, and the ISS will meet on or before June 1st of each year for an annual review and to discuss whether or not that teacher would like to continue serving as the ISS for another year. This annual review will be outside of APPR guidelines and will follow the evaluation process as outlined in the CBA. If the teacher does not wish to continue to serve as an ISS in the ensuing year, that staff member will be permitted to return to a regular classroom teaching role and other staff members shall be given the opportunity to take on the ISS role for the following school year.

O. The number of assigned daily classroom instruction periods for a unit member who chooses to be the Athletic Director should not exceed three (3). If the Athletic Director is assigned

more than three sections they will receive 1/6 of their salary per section assigned.

Article XVII UNION RIGHTS

- A. In the event the Union President is a Secondary teacher, he/she shall only be assigned Homeroom, Hall Duty or Study Hall in the event the principal cannot reasonably adjust the schedule to accommodate the Union President.
- B. In the event the Union President is an elementary teacher, the Union may request that the District make some provision for similar consideration. The Superintendent shall determine whether this consideration can be extended.
- C. In the event the President is also a Department Chair, this provision shall not limit those responsibilities.

Article XVIII STUDENT TEACHERS

Student teachers will only be assigned to tenured teachers and then only with their permission. If all tenured teachers refuse to accept said student teachers, the Superintendent may then assign such student teachers to tenured teachers.

Article XIX COMPENSATION SCHEDULES

- A. Responsibilities
Extra-curricular activities, class and school functions conducted after regular school hours are an accepted, desirable, and necessary part of the total school program. It shall be the responsibility of all faculty members to support and assist with these phases of the program in cooperation with other faculty members and the student body. Teacher participation in clubs is voluntary.
- B. Compensation for Extra Duty
Teachers shall be compensated for assigned duty at athletic events (ticket taking and general supervision), supervision at dances (full evening), and for the supervision of students on the spectator bus to and from athletic events away from home, at the rate of .0495% of B.A. Step 1.
- C. Duty Sign Up
All faculty members who wish to do so will be given an opportunity to sign up for duty. Those who are willing to accept extra assignments at the regular rate of compensation may be given several assignments. Those faculty members who do not wish to volunteer for such assignments will not be asked to accept duty if other members of the faculty are willing to work extra assignments.
- D. Supervision
Compensation shall be at the rate of .0495% of B.A. Step 1. Starting supervision time is

- one-half hour before the event unless otherwise notified by the administration.
- E. Voluntary Participation
NOTE: No compensation shall be given for voluntary participation on Shared Decision-Making Committees.
 - F. Home Teachers
Home teachers will be paid at the rate of .0756% of B.A. Step 1.
If school vehicles are available, they may be used for such assignments.
 - G. High School Cafeteria Duty
Teachers on cafeteria duty shall receive \$13.54 per day.

Nothing in this provision shall be interpreted or applied so as to prevent the District from employing aides or monitors to assist or take the place of teachers working cafeteria duty. However, teachers currently working said duty are held save-harmless from this interpretation.

- H. School Counselor/Psychologist Compensation
 - a. Any Guidance Counselor will be paid on the teacher's salary schedule plus 1/200th of salary for each additional day required to work beyond the teacher's work year.
 - b. School Counselors and School Psychologists who are required to obtain education that exceeds 60 hours of Master's level work to obtain their certification, shall be placed on the Master's 30 step schedule, even if all hours taken lead to the conferral of a Master's degree.
- I. Tuition Reimbursement
 - 1. Until June 30, 2022, The Board will pay tuition (not books) for up to thirty (30) hours after permanent or professional certification or BA+30. Tuition is payment for courses taken either at an accredited college or university. Such payment will be made only for the "tuition" of courses taken under usual circumstances and does not include travel, lodging, etc. Maximum payment will be at the rate charged by the State University of New York per credit hour.

Payment shall be made upon completion of the courses and receipt of the grade report from the attending college or university.

- 2. Approval of courses by the Superintendent or his/her designee, for salary credit and/or tuition reimbursement is required except as specified below.

The following courses, when taken at an accredited college or university do not require prior approval:

- a. Courses leading to permanent or professional certification and/or a Master's Degree in the subject area and/or tenure area of which the teacher is a member and is currently teaching.
 - b. Courses taken beyond permanent or professional certification and/or a Master's Degree in the subject area or tenure area in which the member is currently teaching.

- c. Courses with an education prefix, taken beyond permanent or professional certification and/or a Master's Degree outside of subject area or tenure area in which the member is currently teaching, to a maximum of fifteen (15) hours
- d. When a teacher transfers to a new assignment, he/she may apply for salary credit for courses previously taken but for which salary credit has not already been granted. Such credit will be granted prospectively for those courses which meet the criteria for courses covered under "a" and "b" above in relation to the teacher's new assignment.
- e. It is understood for the purposes of this section that all courses for tuition reimbursement and/or salary credit must be at the graduate level. Undergraduate courses receiving salary credit prior to July 1, 2001 shall continue to receive such credit. Nothing herein shall prevent the Superintendent from approving undergraduate courses for salary credit.
- f. Non-traditional coursework (including but not limited to NYSUT courses, non-university/college weekend courses, video and/or internet coursework) taken through a NCATE (National Council for Accrediting Teacher Education) accredited program to a maximum of nine (9) credit hours. Tuition is payment for courses (including on-line courses) taken either at an accredited college or an accredited university.

All other courses require advance approval from the Superintendent. Such approval will be for courses which are related to the teacher's current assignment or further assignments anticipated by the District.

- 3. Effective July 1, 2022, The Board will pay tuition (not books) for up to permanent or professional certification or MA. Tuition is payment for courses taken either at an accredited college or university. Such payment will be made only for the "tuition" of courses taken under usual circumstances and does not include travel, lodging, etc. Maximum payment will be at the rate charged by the State University of New York per credit hour.

Payment shall be made upon completion of the courses and receipt of the grade report from the attending college or university.

- 4. The following courses, when taken at an accredited college or university do not require prior approval for tuition reimbursement:
 - a. Courses leading to permanent or professional certification and/or a Master's Degree in the subject area and/or tenure area of which the teacher is a member and is currently teaching.
 - b. It is understood for the purposes of this section that all courses for tuition reimbursement and salary credit must be at the graduate level. Undergraduate courses receiving salary credit prior to July 1, 2001 shall continue to receive such credit. Nothing herein shall prevent the Superintendent from approving undergraduate courses for salary credit.

All coursework above and beyond that which leads to permanent or professional certification and/or a Master's Degree in the subject area and/or tenure area of which the teacher is a member and is currently teaching, and which is paid for solely at the members personal expense, will be used in calculating additional salary credit and movement to higher salary schedules. Said coursework must be completed at an accredited college or university. Verification of coursework, including college transcripts showing successful completion must be provided to the district in the required format (i.e. Frontline)

All courses for salary credit and/or tuition reimbursement shall meet the minimum standard of twelve (12) clock hours per credit hour.

J. Spring Semester Pay Increase

Payment and/or movement to a higher salary schedule for course work engaged in during the spring semester will begin with the first pay in September, provided that application for payment and an approved grade report are submitted prior to the first day of student attendance.

K. Summer Semester Pay Increase

Payment and/or movement to a higher salary schedule for course work engaged in during the summer semester will be paid retroactively from the first pay in September, provided application for payment and an approved grade report are submitted within sixty (60) days of the end of the session in which the teacher was engaged. Extensions will be granted if fault lies with the respective college or university.

L. Fall Semester Pay Increase

Payment and/or movement to a higher salary schedule for course work engaged in during the fall semester will begin in the second pay period in January.

Application for payment and an approved grade report may be submitted up to one (1) week prior to the second pay period in January for a pay adjustment in the second pay period in January.

Otherwise, payment will be made retroactively back to the second pay period in January for applications for payment and approved grade reports submitted up to sixty (60) days after the close of the respective college or university semester.

Payroll adjustments for course work engaged in during the fall semester will be computed as follows: the difference in total salary between the original salary and the new salary after credit is given for course work will be divided by two (2) and the balance shall be equally distributed by the number of pay periods remaining for that individual; either twelve (12) or seventeen (17), depending upon the option previously selected for payroll purposes.

M. Curriculum Development

Curriculum development, when approved in advance, shall be paid at the rate of .0698% of B.A. Step 1.

N. Department Chairs

Department Chairs shall be paid an annual stipend of \$2,500. Department Chair positions shall be voluntary and cannot be held by non-tenured teachers unless by mutual consent of the Barker Teachers' Union and the District.

It is understood that the following job duties and responsibilities performed by the Department Chairs may be required to be done outside of the regular school day.

1. Work with the Coordinator of Curriculum and Instructional Cabinet and conduct departmental meetings, one per month.
2. Serve as liaison between the administration and the department.
3. Assist building administrators and teachers in the evaluation, selection, utilization and coordination of instructional resources.
4. Work with building principals in the budgetary process.
5. Provide the Coordinator of Curriculum and Instructional Cabinet written minutes pertaining to department meetings.
6. Attend monthly Instructional Cabinet meetings.
7. Report to the BOE once per year pertaining to department goals, instruction, and student achievement.
8. In the event a department chair misses a meeting, the chair shall be provided the information from the meeting by the administrator leading the meeting as soon as practicable.

Department Chairs will be elected using the procedure as follows:

Selection Process

1. Teachers in each department listed in Article XIX.O. shall elect from their membership a Department Chair.
2. Election shall be conducted every other year in odd numbered years.
3. Department Chairs shall be elected for two-year terms. If a vacancy occurs during this period, appointment of a new chair shall be held within thirty (30) days with the term being the unexpired term. The election and appointment of department chairs shall be at the sole discretion of the unit.
4. The Superintendent of Schools shall forward said recommendations to the Board of Education for action at the appropriate meeting.
5. If a department chair fails to uphold the roles and responsibilities set identified in this section, the Superintendent and Union President shall meet to discuss remedies to ensure roles and responsibilities are met. If the Superintendent and Union President jointly deem it necessary, a department chair may be removed and a new chair appointed by the department per the respective process defined by the unit or department.
6. If no member of the department applies, a member of the department will be assigned this responsibility for one year on a non-repetitive basis. This decision will be made by the Superintendent and the Union President. All members of the

department will be present for the selection process.

7-12 Vertical Chairs:

ELA/Social Studies
Mathematics/Science
Business/Tech/Foreign Lang/Art

PreK-12 Vertical Chairs:

Health/PE/Music/FACS/Library
Guidance/Speech/Psych
Special Education

There may be months during the year where Prek-12 departments will be required to attend other grade level department meetings in lieu of their regularly scheduled meeting to allow for increased collaboration between departments. Such time shall be determined mutually between the departments and administration.

PreK-6 Chairs:

Grades Pk-1
Grades 2-4
Grades 5-6

Teacher assistants will join the department that is most closely aligned with their primary role.

P. Retirement Incentive

A teacher who satisfies the conditions of eligibility stated below shall be entitled to a retirement incentive in the amount of \$6,000 per day for the first 5 days of accumulated sick leave at retirement for a maximum of \$30,000. This amount shall be above and beyond the amount paid to the employee as per Article XIII, Letter E.

Eligibility

For those teachers eligible to retire by June 30 of any given year, the following eligibility requirements shall apply:

1. As of the effective date of retirement, the teacher must be in the first year of eligibility to receive retirement checks without reduction under the regulations of the New York State Teachers' Retirement System.
2. The teacher must have a letter of retirement on file with the Superintendent no later than February 1 of the year of retirement.

3. The teacher must retire on June 30 or July 1 of the year he or she becomes eligible to retire.
4. The teacher must have at least twenty (20) years of service in the Barker Central School District as of the effective date of retirement.
5. Teachers who become eligible in July and August may choose to retire prior to September 1 of the year in which they become eligible or wait until June 30 or July 1 of the following Year. In either instance, #2 above applies.
6. The teacher who is eligible to retire under the regulations of the New York State Teachers' Retirement System but does not have at least twenty (20) years of service in the Barker Central School District will be eligible for the retirement incentive in the twentieth (20th) year of service to the District only.

The retirement incentive program is in lieu of any New York State plan offered to encourage teacher retirement. However, if a state plan is offered, and the Board of Education adopts such plan, a teacher who is eligible for this incentive must make a choice between the District's incentive and the State's incentive.

Q. AIS Compensation

Teachers agreeing to perform approved AIS duties after the regular workday will be paid at the rate of .0756% of B.A. Step 1.

R. Clubs

Salaries for club advisors shall be indexed to Step 1 of the BA salary schedule for teachers as follows:

Category	Step 1	Step 2	Step 3	Step 4
A	8.06%	8.18%	8.29%	8.41%
B	4.66%	4.77%	4.89%	5.01%
C	3.02%	3.13%	3.25%	3.37%
D	1.85%	1.97%	2.08%	2.20%
E	1.49%	1.49%	1.49%	1.49%

Clubs are assigned to categories as follows:

Category A	Category B	Category C	Category D	Category E
American Field Service	Band – Elementary	DECA	English Club	Technical Theater/Lighting – HS Musical
Latrator	Band –Jr.-Sr.	Orchestra Director – HS Musical	Freshman Class	Elementary Store
Musical Producer/Director	Computer Club/Minecraft	Odyssey/Mind Jr.-Sr	Future Teachers	Multi-Cultural Club
Senior Class	Latrator Business Advisor	Jazz Band	Newspaper Club	Masterminds
Junior Class	Student Council-Jr	E-Sports (1 Fall and 1 Spring)	Odyssey/Mind-Elementary	Safety Patrol

Grade 8 Trip Advisory	Elementary Vocal	M&M	Scholastic Bowl	Production Assistant – HS Musical
	Video Club	E Club	Sophomore Class	Journalism Club
	Vocal – Jr/HS	Photography Club	Vocal Director- HS Musical	Technology Club
	Garden Club	Varsity Club	Student Council – HS	GSA
	National Honor Society		Walking Club - Elementary	
	Elementary Musical (up to 2)			
	International/Foreign Language			
	Conservation Club			

Steps denote years of service in Barker in that capacity. Monies shown above are total monies for said activities. Posting of a Drama Production is to be determined by the District. When posted, it will substitute for Drama Club (1 play) and will include Stage Director and Promotion Director postings.

All other clubs and extra-curricular activities desired by the District shall be offered to employees selected by the District from available candidates.

An employee who is appointed to a coaching, club advisor, or Department Chair position by the Board of Education and who receives a stipend for such work shall have the option of having such payment included in his/her regular paycheck or receiving such payment in a separate, lump sum check at the end of their obligation.

For coaches of extra-curricular sports, the separate lump-sum check may be elected at the end of the sport's season.

1. If a teacher moves from one category to another category in an upward mode (e.g., Category D to Category C), said teacher will start at Step 1 of the new category for compensation payment.
2. If a teacher moves from one category to another category in a downward mode (e.g., Category B to Category D), said teacher will be placed on the same step (e.g., Junior Class Advisor Step 2 to Freshman Class Advisor Step 2).

*The above procedures in paragraphs 1. and 2. will apply when said movement is within the same area of responsibility but different grade levels (e.g., Class Advisors, Odyssey of the Mind, Student Council and Drama Club).

3. If a teacher moves within a category of similar responsibility, seniority will accrue (e.g., Class Advisor, National Honor Society, and Odyssey of the Mind.)
4. Any club not contained in the extra-compensation schedules must be approved by the Board of Education prior to the advisor of said club being eligible for additional

compensation. Any new club which is approved by the Board of Education shall be placed in Category E of the extra-compensation schedules and at the conclusion of the first school year of operation, a labor management team, composed of an equal number of District and Union representatives, will make recommendations to the Board of Education and Executive Committee of the Union concerning future category placement of the club within the extra-compensation schedules.

5. Unit members shall be given the opportunity to apply for vacancies as advisors and shall be appointed to the position before said vacancies are offered to non-unit members.
- S. Teacher Salaries
Teacher Step Schedules can be found in Appendix B.

ARTICLE XX MENTOR PROGRAM

A District-wide mentoring program will be established in the following manner:

- A. The Mentor Committee will be made up of the Curriculum Coordinator and up to four members of the BTU.
- B. All new-to-district professional educators (teachers and teacher assistants) will participate in certain aspects of the program as identified by the Mentor Committee.
- C. All first-year professional educators (teachers and teacher assistants) will participate as required by the Mentor Committee.
- D. Participation in this program shall be mandatory for all members until tenure is granted with Barker. Participation by part-time educators will also be compulsory in the first year and as long as three years. The Mentor Committee will meet with Mentors and Mentees on a yearly basis to assess goals and objectives, and to make any adjustment as needed.
- E. Teachers who wish to be mentors will be required to attend district provided training. The initial training will be good for four (4) years at which time they will be required to attend a refresher course every 4th year to keep training up-to-date. The mentor training will be designed by the Mentor Committee and provided by the Curriculum Coordinator and the Teacher Mentor Coordinator.
- F. The Mentor Committee will run an orientation program for all new professionals for no more than two 6 hour work days in August, prior to the start of the school year. Such attendance shall be considered a condition of employment for new employees and will be part of the agreed upon stipend for mentors, as identified in letter I of this section. Mentors will be notified by May 1st of when dates are scheduled in August. If dates are required to be changed after May 1st, unit members will be informed as soon as possible of the changes.
- G. Safeguards ensuring every possibility for the success of the mentoring program should be put in place. These include, but are not limited to, maintaining records, accountability for follow-through, program evaluation, and program modification based on input from participants.

- H. The program plan developed by the Mentor Committee will require approval of the Superintendent and the Barker Teachers' Union President for implementation.
- I. Teacher mentors will be paid a stipend of \$ 1,250 per year and the Teacher Mentor Coordinator will be paid a stipend of \$ 500 per year.



BARKER CENTRAL SCHOOL BOARD OF EDUCATION

and

BARKER TEACHERS' UNION

WORKING AGREEMENT

This Agreement is made and entered into this 2nd day of July, 2026, by and between the Superintendent of Schools, upon authorization from the Board of Education and the Barker Teachers' Union for a period of three years, from July 1, 2026 through June 30, 2028.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

ATTEST:

Superintendent of Schools
(For Board of Education)

President
Barker Teachers' Union

APPENDIX A

Inter-Scholastic Salary Schedule

Salaries for coaches shall be indexed to Step 1 of the BA salary schedule as follows:

Sport	Step 1	Step 2	Step 3	Step 4
Varsity Football (1)	13.72%	13.86%	13.97%	14.37%
Assistant Football (4)	10.45%	10.55%	10.73%	11.12%
Varsity Basketball (1)	13.72%	13.86%	13.97%	14.37%
JV Basketball (1)	11.12%	11.22%	11.40%	11.77%
Wrestling (1)	13.72%	13.86%	13.97%	14.37%
Assistant Wrestling (1)	9.94%	10.06%	10.18%	10.55%
Swimming (1)	13.72%	13.86%	13.97%	14.37%
Assistant Swimming (1)	9.94%	10.06%	10.18%	10.55%
Varsity Baseball (1)	12.54%	12.64%	12.82%	13.19%
JV Baseball (1)	9.94%	10.06%	10.18%	10.55%
Varsity Track (1)	12.54%	12.64%	12.82%	13.19%
Assistant Track (2)	9.39%	9.51%	9.69%	10.06%
Golf (1)	9.53%	9.63%	9.73%	10.06%
Tennis (1)	10.92%	11.04%	11.16%	11.53%
Varsity Cross Country (2)	12.15%	12.25%	12.43%	12.82%
Varsity Assistant Cross Country (1)	9.39%	9.51%	9.69%	10.06%
Varsity Field Hockey (1)	12.15%	12.25%	12.43%	12.82%
JV/JH Field Hockey (1)	9.39%	9.51%	9.69%	10.06%
Asst. Field Hockey (1)	9.39%	9.51%	9.69%	10.06%
Varsity Volleyball (1)	12.15%	12.25%	12.43%	12.82%
JV Volleyball (1)	9.39%	9.51%	9.69%	10.06%
Varsity Girls' Basketball (1)	13.72%	13.86%	13.97%	14.37%
JV Girls' Basketball (1)	11.12%	11.22%	11.40%	11.77%
Varsity Softball (1)	12.54%	12.64%	12.82%	13.19%
JV Softball (1)	9.94%	10.06%	10.18%	10.55%
Varsity Girls' Soccer	12.15%	12.25%	12.43%	12.82%
Varsity Boys' Soccer	12.15%	12.25%	12.43%	12.82%
JV Girls' Soccer	9.39%	9.51%	9.69%	10.06%
JV Boys' Soccer	9.39%	9.51%	9.69%	10.06%
Cheerleading (Football) (1)	7.09%	7.23%	7.31%	7.67%
Cheerleading (Basketball) (1)	7.90%	8.02%	8.13%	8.48%
JH Football (1)	6.46%	6.55%	6.65%	6.93%
JH Asst. Football (1)	6.46%	6.55%	6.65%	6.93%

JH Boys' Basketball(1)	5.44%	5.54%	5.63%	5.90%
JH Girls' Basketball(1)	5.44%	5.54%	5.63%	5.90%
JH Cross Country (1)	5.44%	5.54%	5.63%	5.90%
JH Girls' Soccer (2)	5.44%	5.54%	5.63%	5.90%
JH Boys' Soccer (2)	5.44%	5.54%	5.63%	5.90%
JH Swimming (1)	5.44%	5.54%	5.63%	5.90%
JH Track (2)	5.44%	5.54%	5.63%	5.90%
JH Golf (1)	5.44%	5.54%	5.63%	5.90%
JH Volleyball (1)	5.44%	5.54%	5.63%	5.90%
JH Wrestling (1)	5.44%	5.54%	5.63%	5.90%

1. The Athletic Director shall be paid the sum of Step 4 of the Varsity Football coaching stipend plus Step 4 of the Varsity Boys' Basketball coaching stipend each year.
2. Steps denote years of service in Barker in that capacity.
3. Session is defined as at least two (2) hours in length.
4. Transfers
 - a. Coaches transferring from a more responsible position to a less responsible position within the same sport shall be placed on the same step they were on previously.

Example: Teacher "A" transfers from varsity, Step 2 in 1984, to junior varsity, Step 2 in 1985; Teacher "B" junior varsity, Step 3 in 1981, to junior high, Step 3 in 1986.

- b. There shall be no transfer of experience from a less responsible position to a more responsible position.
- c. There will be no bumping in regards to the above. A position must be open.
- d. In the event a sport is required to extend beyond the league season, coaches shall be paid for any additional time for coaching students through sectional, state, or other year-end culminating competitions. Time shall be paid on a daily rate of time worked until said season is complete for the student athletes.

Coaches who are active members of the Barker Teaching staff will be given longevity stipends in the amount of:

\$750 for 20-24 years of service as a coach of a Barker athletic team

\$1,000 for 25+ years of service as a coach of a Barker athletic team

Stipends will not aggregate and will only be given for each level of service. i.e. a teacher who has coached a sport in Barker for 25 or more years will only receive \$1,000 each year.

APPENDIX B

Teachers' Salary Schedule

2026-2027

Step	BA	BA30	BA45	MA	MA15	MA30
1	\$45,456	\$48,458	\$53,274	\$51,463	\$52,968	\$55,971
2	\$45,970	\$48,972	\$53,479	\$52,234	\$53,744	\$56,763
3	\$46,825	\$49,829	\$54,337	\$53,095	\$54,605	\$57,621
4	\$47,850	\$50,853	\$55,359	\$54,124	\$55,633	\$58,654
5	\$49,041	\$52,050	\$56,558	\$55,055	\$56,558	\$59,560
6	\$50,581	\$53,590	\$58,095	\$56,733	\$58,238	\$61,250
7	\$52,721	\$55,747	\$60,253	\$58,746	\$60,253	\$63,257
8	\$54,282	\$57,286	\$61,791	\$60,288	\$61,791	\$64,797
9	\$55,548	\$58,548	\$63,056	\$61,553	\$63,056	\$66,059
10	\$57,426	\$60,430	\$64,933	\$63,433	\$64,933	\$67,940
11	\$59,922	\$62,911	\$67,434	\$65,928	\$67,434	\$70,439
12	\$61,357	\$64,363	\$68,867	\$67,366	\$68,867	\$71,872
13	\$63,670	\$66,664	\$71,150	\$69,657	\$71,150	\$74,144
14	\$67,078	\$70,070	\$74,556	\$73,063	\$74,556	\$77,550
15	\$70,294	\$73,243	\$77,665	\$76,194	\$77,665	\$80,612
16	\$74,491	\$77,440	\$81,863	\$80,388	\$81,863	\$84,809
17	\$82,652	\$85,595	\$90,008	\$88,537	\$90,008	\$92,951
18	\$86,841	\$89,782	\$94,194	\$92,723	\$94,194	\$97,136
19	\$94,432	\$97,517	\$102,170	\$100,616	\$102,170	\$105,224
20	\$98,133	\$101,278	\$106,021	\$104,435	\$106,021	\$109,134
21	\$98,566	\$101,710	\$106,453	\$104,869	\$106,453	\$109,566

2027-2028

Step	BA	BA30	BA45	MA	MA15	MA30
1	\$47,274	\$50,397	\$55,405	\$53,521	\$55,086	\$58,210
2	\$47,809	\$50,931	\$55,618	\$54,324	\$55,894	\$59,034
3	\$48,698	\$51,823	\$56,510	\$55,219	\$56,790	\$59,926
4	\$49,764	\$52,887	\$57,574	\$56,289	\$57,859	\$61,001
5	\$51,003	\$54,132	\$58,821	\$57,257	\$58,821	\$61,942
6	\$52,604	\$55,733	\$60,419	\$59,003	\$60,568	\$63,700
7	\$54,829	\$57,977	\$62,663	\$61,096	\$62,663	\$65,788
8	\$56,453	\$59,577	\$64,262	\$62,699	\$64,262	\$67,389
9	\$57,770	\$60,890	\$65,578	\$64,015	\$65,578	\$68,701
10	\$59,723	\$62,847	\$67,531	\$65,970	\$67,531	\$70,657
11	\$62,319	\$65,428	\$70,131	\$68,565	\$70,131	\$73,256
12	\$63,811	\$66,937	\$71,622	\$70,061	\$71,622	\$74,747
13	\$66,217	\$69,330	\$73,996	\$72,443	\$73,996	\$77,109
14	\$69,761	\$72,873	\$77,538	\$75,986	\$77,538	\$80,652
15	\$73,106	\$76,173	\$80,772	\$79,242	\$80,772	\$83,836
16	\$77,470	\$80,537	\$85,138	\$83,604	\$85,138	\$88,202
17	\$85,958	\$89,019	\$93,608	\$92,078	\$93,608	\$96,669
18	\$90,315	\$93,373	\$97,961	\$96,432	\$97,961	\$101,022
19	\$98,210	\$101,418	\$106,257	\$104,640	\$106,257	\$109,433
20	\$102,058	\$105,329	\$110,261	\$108,613	\$110,261	\$113,499
21	\$102,508	\$105,779	\$110,711	\$109,064	\$110,711	\$113,949

For the 2026-27 school year, teachers below step 22 on the 2025-2026 schedule will remain at the same step as in the 2025-26 school year. Teachers on Step 22 of the 2025-2026 schedule will be placed on step 21 for the 2026-2027 school year. Teachers will move steps in the 2027-28 school year. i.e. if a teacher is on step 10 in 2025-26, they will also be on step 10 in 2026-27 but will move to step 11 in 2027-28.

Teaching Assistants Salary Schedules:

1. The Board of Education reserves the right to determine the starting salary of 12-month teaching assistants.
2. 12-month teaching assistants will follow the teacher's work schedule from the first day of teaching in the fall through the last day of teaching in June. Between the last day of teaching in June and the first day of teaching in the fall, 12-month teaching assistants will be required to work 35 additional days.

BA	2026-27	2027-28
1	\$27,002	\$29,162
2	\$27,595	\$29,803
3	\$28,285	\$30,548
4	\$29,171	\$31,504
5	\$30,060	\$32,464
6	\$30,947	\$33,423
7	\$32,035	\$34,598
8	\$33,117	\$35,766
9	\$34,201	\$36,938
10	\$35,383	\$38,214
11	\$36,718	\$39,655
12	\$38,683	\$41,778
13	\$41,137	\$44,428
14	\$43,595	\$47,083
15	\$45,944	\$49,620
16	\$48,396	\$52,268
17	\$58,295	\$62,959

BA30	2026-27	2027-28
1	\$28,737	\$31,036
2	\$29,327	\$31,674
3	\$30,019	\$32,420
4	\$30,907	\$33,380
5	\$31,792	\$34,335
6	\$32,680	\$35,294
7	\$33,763	\$36,464
8	\$34,849	\$37,637
9	\$35,933	\$38,807
10	\$37,931	\$40,965
11	\$38,444	\$41,519
12	\$40,409	\$43,642
13	\$42,865	\$46,294
14	\$45,317	\$48,942
15	\$47,666	\$51,479
16	\$50,117	\$54,127
17	\$60,279	\$65,101

